

AN ORDINANCE **101594**

AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) TOTALING \$102,112.00 TO AUGMENT SUPPORT FOR THE TITLE XX FAMILY PLANNING PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT (SAMHD) AND EXTEND THE PERIOD FROM AUGUST 31, 2005 TO DECEMBER 31, 2005; REVISING THE PROGRAM BUDGET; AND AMENDING THE PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, the Texas Department of State Health Services (TDSHS) provides annual financial assistance to the San Antonio Metropolitan Health District (SAMHD) to supplement the delivery of comprehensive public health services to protect the health of all residents within the jurisdiction of the District; and

WHEREAS, these services include a variety of activities including family planning services for Title XX eligible individuals; and

WHEREAS, Ordinance 99544, passed and approved on August 12, 2004, authorized the execution of Contract 7460020708A 2005 between the City of San Antonio and TDSHS covering operation of the Public Health State Support Project 2004/2005 of the SAMHD; and

WHEREAS, TDSHS has now offered an additional \$102,112.00 through Contract Change Notice No. 07, Attachment 04B, to the above contract to augment support for the ongoing Title XX Family Planning Program of the SAMHD and extend the period through December 31, 2005; and

WHEREAS, it is now necessary to authorize the execution of the additional support from TDSHS and revise the program budget; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or his designee, is authorized to accept and execute Contract Change Notice No. 07, Attachment 04B to Grant Contract 7460020708A 2005 with TDSHS, providing an additional \$102,112.00 to augment support for the ongoing Title XX Family Planning Program in the SAMHD for the period September 1, 2004 through December 31, 2005. A copy of Contract Change Notice No. 07 is attached and incorporated herein for all purposes as Attachment I.

SECTION 2. Fund No. 26016000, Funds Center 3606080000, Cost Center 3606080001. Internal Order 136000000229 entitled "Family Planning Project 2004-2005", has been previously designated for use in accounting for the fiscal transactions of this project.

SECTION 3. The additional funding of \$102,112.00 for this project is hereby appropriated in the above-designated fund, GL Account No. 4501100, and the budget set out in Attachment II is approved and adopted for entry on the City books.

SECTION 4. Medicaid reimbursements obtained from services billed as a result of patient care through the Title X Family Planning Program 2004/2005 up to \$20,000.00 will be deposited into Fund 26016000, Funds Center 3606080000, Cost Center 3606080001, Internal Order 136000000229, SAP GL Account No. 4402175 Health Service - Medicaid Reimbursement.

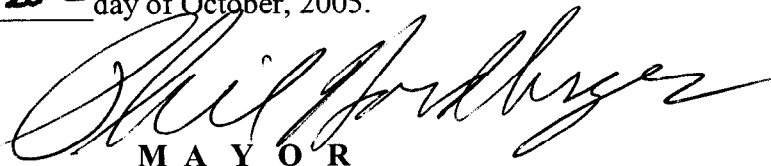
SECTION 5. Co-payments obtained from patients receiving services through the Title X Family Planning Program 2004/2005 up to \$500.00 will be deposited into Fund 26016000, Funds Center 3606080000, Cost Center 3606080001, Internal Order 136000000229, SAP GL Account No. 4502230.

SECTION 6. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific fund numbers, account numbers, cost centers, and internal order numbers and SAP GL numbers as necessary to carry out the purpose of this ordinance.

SECTION 7. Should the agreement be in an amount other than that budgeted for, or should the agreement contain terms and conditions different than those currently existing, acceptance of the agreement, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

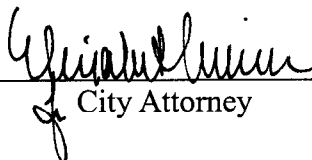
SECTION 8. This ordinance shall be effective on and after October 30, 2005.

PASSED AND APPROVED this 20th day of October, 2005.


M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

Agenda Voting Results

Name: 21, 22 & 23

Date: 10/20/05

Time: 02:01:45 PM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of a contract change for an additional \$212,480.00 from the Texas Department of State Health Services (TDSHS) to augment funding support for the Title V Family Planning Program of the San Antonio Metropolitan Health District (SAMHD) and extend the period from August 31, 2005 to December 31, 2005; revising the program budget; amending the personnel complement; and authorizing payments for contractual services. [Presented by Dr. Fernando A. Guerra, Director, Health; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

ATTACHMENT I
Title XX Family Planning Project 2004-2005
Fund No. 26016000
Funds Center 3606080000
TDSHS Contract No. 7460020708A 2005

<u>ESTIMATED REVENUES</u>	<u>GL No.</u>	<u>CURRENT BUDGET</u>	<u>ADD (DEDUCT)</u>	<u>REVISED BUDGET</u>
TDH Attachment #04B	4501100	362,257	102,112	464,369
Medicaid Reimbursement	4501160	113,500	20,000	133,500
Title XX Patient Co-pay	4502230	1,000	500	1,500
Transfer from 26-016063	6101100	5,000	0	5,000
Total Estimated Revenues		\$ 481,757	122,612	604,369

APPROPRIATIONS

Title XX Family Planning Program
36-06-08 09/01/2004 through 12/31/2005
Cost Center 3606080001
Internal Order 136000000229

Regular Salaries & Wages	5101010	225,000	50,000	275,000
Language Skill Pay	5101050	2,000	2,800	4,800
Retirement Benefits - Soc. Sec.	5103005	15,000	2,188	17,188
Life Insurance	5103010	1,000	250	1,250
Personal Leave Buy Back Pay	5103035	2,444	(94)	2,350
Car Expense Allowance	5103055	1,500	0	1,500
Retirement Benefits - TMRS	5105010	20,000	11,983	31,983
Education	5201025	50	150	200
Fees to Professional Contractors	5201040	25,000	0	25,000
Temporary Services	5202010	50	4,450	4,500
Membership Dues and Licenses	5203050	350	0	350
Binding, Printing & Reproduction	5203060	50	0	50
Maint & Rep - Mach & Equip	5204080	50	0	50
Mail and Parcel Post Service	5205010	50	130	180
Travel-Official	5207010	50	2,450	2,500
Office Supplies	5302010	5,000	2,000	7,000
Chemicals, Medical & Drugs	5304040	128,453	(19,007)	109,446
Tools, Apparatus & Accessories	5304050	2,000	1,463	3,463
Communications: Telephones	5403010	50	12,750	12,800
Pagers	5403030	75	21	96
Automatic Data Processing Service:	5403520	50	275	325
Workers' Disability Compensation	5405020	2,500	0	2,500
Liability, Hazard & Fidelity Insurance	5405030	2,000	0	2,000
Flexible Benefits Contribution	5405040	40,000	31,500	71,500
Indirect Costs	5406530	5,035	19,303	24,338
Furniture and Fixtures	5501065	2,000	0	2,000
Machinery & Equipment - Other	5709060	2,000	0	2,000
Total Appropriations		\$ 481,757	122,612	604,369

PERSONNEL COMPLIMENT

<u>Class No.</u>	<u>Title</u>	<u>PREVIOUS POSITIONS</u>	<u>ADD (DEDUCT)</u>	<u>REVISED POSITIONS</u>
Activity	36-06-08			
Cost Center	3606080001			
Internal Order	136000000229			
0040	Administrative Assistant I	1	0	1
0067	Administrative Aide	1	0	1
0239	Public Health Aide	5	0	5
0243	Public Health Nurse Practitioner	1	0	1
0244	Senior Public Health Nurse	1	0	1
0246	Public Health Nurse	1	0	1
0247	Public Health Nurse Supervisor	1	0	1
0282	Health Program Specialist	1	0	1
0870	Special Project Coordinator	1	0	1
Total Personnel 36-06-08:		13	0	13

AN ORDINANCE

AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) CONTRACT CHANGE TOTALING \$102,112.00 FOR THE ONGOING TITLE XX FAMILY PLANNING PROGRAM IN THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT AND EXTEND THE PERIOD; AND REVISING THE PROGRAM BUDGET.

* * * * *

WHEREAS, the Texas Department of State Health Services (TDSHS) provides annual financial assistance to the San Antonio Metropolitan Health District (SAMHD) to supplement the delivery of comprehensive public health services to protect the health of all residents within the jurisdiction of the District; and

WHEREAS, these services include a variety of activities including family planning services for Title XX eligible individuals; and

WHEREAS, Ordinance 99544, passed and approved on August 12, 2004, authorized the execution of Contract 7460020708A 2005 between the City of San Antonio and TDSHS covering operation of the Public Health State Support Project 2004/2005 in the SAMHD; and

WHEREAS, Ordinance 99614, passed and approved August 26, 2004, authorized the acceptance of \$340,375.00 from TDSHS to renew support for the ongoing Title XX Family Planning Program in the SAMHD through Contract Change Notice No. 02, Attachment 04, to the above contract for the period September 1, 2004 through August 31, 2005; and

WHEREAS, Ordinance 101108, passed and approved July 7, 2005, authorized the acceptance of an additional \$21,882.00 to augment support for the ongoing Title XX Family Planning Program in the SAMHD through Contract Change Notice No. 03, Attachment 04A, to the above contract; and

WHEREAS, TDSHS has now offered an additional \$102,112.00 through Contract Change Notice No. 07, Attachment 04B, to the above contract to augment support for the ongoing Title XX Family Planning Program in the SAMHD and extend the period through December 31, 2005; and

WHEREAS, it is now necessary to authorize the acceptance and execution of the additional support from TDSHS and revise the program budget; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or his designee, is authorized to accept and execute Contract Change Notice No. 07, Attachment 04B to Grant Contract 7460020708A 2005 with TDSHS,

providing an additional \$102,112.00 to augment support for the ongoing Title XX Family Planning Program in the SAMHD for the period September 1, 2004 through December 31, 2005. A copy of Contract Change Notice No. 07 is set out in Attachment II and incorporated herein for all purposes.

SECTION 2. Fund No. 26016000, Funds Center 3606080000, Cost Center 3606080001. Internal Order 136000000229 entitled "Family Planning Project 2004-2005" has been previously designated for use in accounting for the fiscal transactions of this project.

SECTION 3. The additional funding of \$102,112.00 for this project is hereby appropriated in the above-designated fund, GL Account No. 4501100, and the budget set out in Attachment I is approved and adopted for entry on the City books.

SECTION 4. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific fund numbers, account numbers, cost centers, and internal order numbers as necessary to carry out the purpose of this ordinance.

SECTION 5. Should the agreement be in an amount other than that budgeted for, or should the agreement contain terms and conditions different than those currently existing, acceptance of either agreement, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

SECTION 6. This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this _____ day of October, 2005.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM: _____

City Attorney



ATTACHMENT I

**DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199**

STATE OF TEXAS

DSHS Document No. 7460020708A2005

COUNTY OF TRAVIS

Contract Change Notice No. 07

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 04B : CHS - TITLE XX

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

**SAN ANTONIO METROPOLITAN HEALTH
DISTRICT**

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

SC CSCU - Rev. 6/05

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	M&D C038557000	09/01/04	08/31/05	State	0.00	0.00	0.00
02A	CHS/FEE C038766000	09/01/04	08/31/05	State 93.994	361,633.00	0.00	361,633.00
03B	CHS/FEE-FP	09/01/04	12/31/05	State	749,920.00	0.00	749,920.00
04B	CHS/TTLXX	09/01/04	12/31/05	State 93.667	464,369.00	0.00	464,369.00
DSHS Document No.7460020708A2005 Change No. 07					Totals	\$ 0.00	\$1,575,922.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708A-2005
ATTACHMENT NO. 04B

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

TERM: September 01, 2004 THRU: December 31, 2005

It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7460020708A2005 -04A as written below. All other conditions not hereby amended are to remain in full force and effect.

SECTION I. SCOPE OF WORK, sixth paragraph, is replaced with the following:

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, the PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the terms of the contract.

PERFORMING AGENCY shall provide family planning medical services to 3,316 unduplicated clients who live or receive services in the following county(ies)/area: Bexar. The services shall be provided to the clients in the following population categories and in the following numbers:

<u>Category</u>	<u>Number of Clients</u>
Women 19 and Under	531
Women 20 to 34	2,354
Women 35 and Over	398
Males	33
Total Family Planning Clients	3,316

SECTION I. SCOPE OF WORK is revised to include the following:

PERFORMING AGENCY shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to RECEIVING AGENCY for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If PERFORMING AGENCY is affiliated with an entity that performs elective abortion procedures or affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. PERFORMING AGENCY and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If PERFORMING AGENCY is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.
2. PERFORMING AGENCY and its abortion-services affiliate must have easily distinguishable names.
3. PERFORMING AGENCY and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. PERFORMING AGENCY may not transfer any funds distributed under RECEIVING AGENCY Strategy B.1.3 to its abortion-services affiliate. PERFORMING AGENCY must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.
5. PERFORMING AGENCY shall assure that any person employed part-time by PERFORMING AGENCY and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If PERFORMING AGENCY and its abortion-services affiliate are located at the same physical location, PERFORMING AGENCY shall assure that the existence and separate nature of the affiliate relationship is clearly reflected by appropriate signage in areas accessible to the public.
7. PERFORMING AGENCY and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

SECTION II. SPECIAL PROVISIONS is revised to include the following:

RECEIVING AGENCY shall include in any financial audits of state funds received by PERFORMING AGENCY under this attachment a review to ensure compliance with the requirements of Department of State Health Services Rider 30, General Appropriations Act, 79th Legislature.

SECTION II. SPECIAL PROVISIONS, page 3, **Terms and Conditions of Payment** Article, third paragraph, is replaced with the following paragraph:

BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY for allowable services provided to Title XX eligible clients. PERFORMING AGENCY shall submit to RECEIVING AGENCY all allowable services provided to Title XX eligible clients during the claim period indicated on the billing form. Requests for payment shall be submitted to the Texas Medicaid and Healthcare Partnership (TMHP) from September 1, 2005, through December 31, 2005, in a manner compatible with the Compass 21 billing system by the 60th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 60 days of rejection, and all requests for payment shall be submitted within 60 days of the end of the Attachment term. Claims shall be submitted using an approved claim format that follows the RECEIVING AGENCY Contract Management Branch billing specifications which may be obtained from RECEIVING AGENCY'S Contract Management Branch.

General Provisions, **Child Abuse Reporting Requirements** Article, first sentence, is replaced in its entirety:

PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (CHS/FEE-FP), Title X Family Planning (CHS/TITLE X), Title XX Family Planning (CHS/TTLXX), Primary Health Care (CHS/PHC), Title V Maternal and Child Health (CHS/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (NSS/WIC-CARD), and the Services Delivery Integration project (SDI/FFS).

General Provisions, **Terms and Conditions of Payment** Article, is revised to include the following:

Funds made available in the initial contract term of September 1, 2004 through August 31, 2005 must be used for services performed on or after September 1, 2004 through August 31, 2005. Any funds that are not expended for services performed during that period are not available for services performed after August 31, 2005. PERFORMING AGENCY shall submit all claims and supporting documentation for dates of service between September 1, 2004 and August 31, 2005 to RECEIVING AGENCY no later than September 30, 2005.

Funds made available by this contract amendment for the period of September 1, 2005 through December 31, 2005 must be used for services performed on or after September 1, 2005 through December 31, 2005. Any funds that are not expended for services performed during that period are not available. PERFORMING AGENCY shall submit all claims and supporting

documentation for dates of service between September 1, 2005 and December 31, 2005 to RECEIVING AGENCY no later than February 28, 2006.

SECTION III. BUDGET is replaced with the following:

SECTION III. BUDGET:

PERFORMING AGENCY shall adhere to the current schedule of allowable services and rates as referenced in SECTION II. SPECIAL PROVISIONS, as amended and approved by the RECEIVING AGENCY.

Total payments will not exceed \$464,369.00.

ATTACHMENT II
Title XX Family Planning Project 2004-2005
Fund No. 26016000
Funds Center 3606080000
TDSHS Contract No. 7460020708A 2005

<u>ESTIMATED REVENUES</u>	<u>GL No.</u>	<u>CURRENT BUDGET</u>	<u>ADD (DEDUCT)</u>	<u>REVISED BUDGET</u>
TDH Attachment #04B	4501100	362,257	102,112	464,369
Medicaid Reimbursement	4501160	113,500	20,000	133,500
Title XX Patient Co-pay	4502230	1,000	500	1,500
Transfer from 26-016063	6101100	5,000	0	5,000
Total Estimated Revenues		\$ 481,757	122,612	604,369

APPROPRIATIONS

Title XX Family Planning Program
36-06-08 09/01/2004 through 12/31/2005
Cost Center 3606080001
Internal Order 136000000229

Regular Salaries & Wages	5101010	225,000	50,000	275,000
Language Skill Pay	5101050	2,000	2,800	4,800
Retirement Benefits - Soc. Sec.	5103005	15,000	2,188	17,188
Retirement Benefits - TMRS	5105010	20,000	11,983	31,983
Flexible Benefits Contribution	5405040	40,000	31,500	71,500
Life Insurance	5103010	1,000	250	1,250
Workers' Disability Compensation	5405020	2,500	0	2,500
Personal Leave Buy Back Pay	5103035	2,444	(94)	2,350
Communications: Telephones	5403010	50	12,750	12,800
Pagers	5403030	75	21	96
Mail and Parcel Post Service	5205010	50	130	180
Travel-Official	5207010	50	2,450	2,500
Education	5201025	50	150	200
Car Expense Allowance	5103055	1,500	0	1,500
Linen & Laundry Service	5204010	0	0	0
Maint & Rep - Mach & Equip.	5204080	50	0	50
Fees to Professional Contractors	5201040	25,000	0	25,000
Temporary Services	5202010	50	4,450	4,500
Automatic Data Processing Service	5403520	50	275	325
Membership Dues and Licenses	5203050	350	0	350
Binding, Printing & Reproduction	5203060	50	0	50
Subscriptions to Publications	5203070	0	0	0
Office Supplies	5302010	5,000	2,000	7,000
Chemicals, Medical & Drugs	5304040	128,453	(19,007)	109,446
Tools, Apparatus & Accessories	5304050	2,000	1,463	3,463
Computer Software	5304075	0	0	0
Liability, Hazard & Fidelity Insurance	5405030	2,000	0	2,000
Computer Equipment	5501000	0	0	0
Machinery & Equipment - Other	5709060	2,000	0	2,000
Furniture and Fixtures	5501065	2,000	0	2,000
Indirect Costs	5406530	5,035	19,303	24,338
Total Appropriations		\$ 481,757	122,612	604,369

PERSONNEL COMPLIMENT

Class No.	Title	<u>PREVIOUS POSITIONS</u>	<u>ADD (DEDUCT)</u>	<u>REVISED POSITIONS</u>
Activity	36-06-08			
Cost Center	3606080001			
Internal Order	136000000229			
0040	Administrative Assistant I	1	0	1
0067	Administrative Aide	1	0	1
0239	Public Health Aide	5	0	5
0243	Public Health Nurse Practitioner	1	0	1
0244	Senior Public Health Nurse	1	0	1
0244	Senior Public Health Nurse (.50 FTE)	0	0	0
0246	Public Health Nurse	1	0	1
0247	Public Health Nurse Supervisor	1	0	1
0282	Health Program Specialist	1	0	1
0870	Special Project Coordinator	1	0	1
Total Personnel 36-06-08:		13	0	13



ATTACHMENT II

DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

DSHS Document No. 7460020708A2005

COUNTY OF TRAVIS

Contract Change Notice No. 07

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 04B : CHS - TITLE XX

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH
DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

SC CSCU - Rev. 6/05

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	M&D C038557000	09/01/04	08/31/05	State	0.00	0.00	0.00
02A	CHS/FEE C038766000	09/01/04	08/31/05	State 93.994	361,633.00	0.00	361,633.00
03B	CHS/FEE-FP	09/01/04	12/31/05	State	749,920.00	0.00	749,920.00
04B	CHS/TTLXX	09/01/04	12/31/05	State 93.667	464,369.00	0.00	464,369.00
DSHS Document No.7460020708A2005 Change No. 07				Totals	\$1,575,922.00	\$ 0.00	\$1,575,922.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708A-2005
ATTACHMENT NO. 04B

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

TERM: September 01, 2004 THRU: December 31, 2005

It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7460020708A2005 -04A as written below. All other conditions not hereby amended are to remain in full force and effect.

SECTION I. SCOPE OF WORK, sixth paragraph, is replaced with the following:

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, the PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the terms of the contract.

PERFORMING AGENCY shall provide family planning medical services to 3,316 unduplicated clients who live or receive services in the following county(ies)/area: Bexar. The services shall be provided to the clients in the following population categories and in the following numbers:

<u>Category</u>	<u>Number of Clients</u>
Women 19 and Under	531
Women 20 to 34	2,354
Women 35 and Over	398
Males	33
Total Family Planning Clients	3,316

SECTION I. SCOPE OF WORK is revised to include the following:

PERFORMING AGENCY shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to RECEIVING AGENCY for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If PERFORMING AGENCY is affiliated with an entity that performs elective abortion procedures or affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. PERFORMING AGENCY and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If PERFORMING AGENCY is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.
2. PERFORMING AGENCY and its abortion-services affiliate must have easily distinguishable names.
3. PERFORMING AGENCY and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. PERFORMING AGENCY may not transfer any funds distributed under RECEIVING AGENCY Strategy B.1.3 to its abortion-services affiliate. PERFORMING AGENCY must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.
5. PERFORMING AGENCY shall assure that any person employed part-time by PERFORMING AGENCY and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If PERFORMING AGENCY and its abortion-services affiliate are located at the same physical location, PERFORMING AGENCY shall assure that the existence and separate nature of the affiliate relationship is clearly reflected by appropriate signage in areas accessible to the public.
7. PERFORMING AGENCY and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

SECTION II. SPECIAL PROVISIONS is revised to include the following:

RECEIVING AGENCY shall include in any financial audits of state funds received by PERFORMING AGENCY under this attachment a review to ensure compliance with the requirements of Department of State Health Services Rider 30, General Appropriations Act, 79th Legislature.

SECTION II. SPECIAL PROVISIONS, page 3, **Terms and Conditions of Payment** Article, third paragraph, is replaced with the following paragraph:

BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY for allowable services provided to Title XX eligible clients. PERFORMING AGENCY shall submit to RECEIVING AGENCY all allowable services provided to Title XX eligible clients during the claim period indicated on the billing form. Requests for payment shall be submitted to the Texas Medicaid and Healthcare Partnership (TMHP) from September 1, 2005, through December 31, 2005, in a manner compatible with the Compass 21 billing system by the 60th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 60 days of rejection, and all requests for payment shall be submitted within 60 days of the end of the Attachment term. Claims shall be submitted using an approved claim format that follows the RECEIVING AGENCY Contract Management Branch billing specifications which may be obtained from RECEIVING AGENCY'S Contract Management Branch.

General Provisions, **Child Abuse Reporting Requirements** Article, first sentence, is replaced in its entirety:

PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (CHS/FEE-FP), Title X Family Planning (CHS/TITLE X), Title XX Family Planning (CHS/TTLXX), Primary Health Care (CHS/PHC), Title V Maternal and Child Health (CHS/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (NSS/WIC-CARD), and the Services Delivery Integration project (SDI/FFS).

General Provisions, **Terms and Conditions of Payment** Article, is revised to include the following:

Funds made available in the initial contract term of September 1, 2004 through August 31, 2005 must be used for services performed on or after September 1, 2004 through August 31, 2005. Any funds that are not expended for services performed during that period are not available for services performed after August 31, 2005. PERFORMING AGENCY shall submit all claims and supporting documentation for dates of service between September 1, 2004 and August 31, 2005 to RECEIVING AGENCY no later than September 30, 2005.

Funds made available by this contract amendment for the period of September 1, 2005 through December 31, 2005 must be used for services performed on or after September 1, 2005 through December 31, 2005. Any funds that are not expended for services performed during that period are not available. PERFORMING AGENCY shall submit all claims and supporting

documentation for dates of service between September 1, 2005 and December 31, 2005 to RECEIVING AGENCY no later than February 28, 2006.

SECTION III. BUDGET is replaced with the following:

SECTION III. BUDGET:

PERFORMING AGENCY shall adhere to the current schedule of allowable services and rates as referenced in SECTION II. SPECIAL PROVISIONS, as amended and approved by the RECEIVING AGENCY.

Total payments will not exceed \$464,369.00.